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ABSTRACT

The collective bargaining agreement between Wayne State University and the Wayne State University Chapter (1,460 members) of the American Association of University Professors (AAUP) covering the period August 1, 1981-July 31, 1983 is presented. Items covered in the agreement include: AAUP recognition, personnel classification, association rights and privileges, deduction of union dues and fees, past policies, nondiscrimination, no strike/lockout, layoff and recall procedures, participation in union activities, salary adjustments for 1981-1982 and 1982-1983, executive order reduction, salary schedules, recommended salaries for new bargaining unit members, medical and dental insurance, long-term disability income insurance, retirement program, life insurance, voluntary early retirement, vacations, holidays, leaves of absence with/without pay, professional leaves, maternity leaves of absence, fractional-time employees, administration of agreement, grievance procedure, selection advisory committees, validity, duration of agreement and cessation of bargaining, term appointments, tenure and promotion procedures, review of professional duties, personnel files, research awards and educational development grants, department and college by-laws, tuition assistance program, student evaluation of faculty teaching, university-wide committees, budget advisory committees, equal opportunity committee, and transfers between bargaining units. (SW)

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AGREEMENT

between

WAYNE STATE UNIVERSITY

and

THE WAYNE STATE UNIVERSITY CHAPTER

of

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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Wayne State University

August 1, 1981 to July 31, 1983

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PREAMBLE

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning. It is further recognized that the roles and responsibilities of the University administration and the teaching faculty and academic staff are interdependent in the determination and implementation of educational policy and objectives. Both parties agree that appropriate and effective involvement of the faculty and academic staff in the development of University employment policies for the bargaining unit is a major objective of this Agreement and of the University Administration and of the Association.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

I.

RECOGNITION AND DESCRIPTION OF UNIT

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All teaching faculty employed by Wayne State University — one-half fractional time or more in the following classifications: assistant athletic coaches, athletic coaches, senior athletic coaches, lecturers, instructors, assistant professors, associate professors and professors and all academic staff employees— one-half time or more in the following non-supervisory classifications and subclassifications thereof: academic advisor, academic services officer, extension program coordinator, financial aids officer, health physicist, archivist, librarian, university counselor assistant, university counselor and university press editor but EXCLUDING assistant deans, associate deans and deans, assistant directors, associate directors, directors, adjunct faculty,* clinical faculty,* full-time affiliated faculty,* visiting faculty, research assistants and research associates, department chairpersons and associate department chairpersons in the colleges of Liberal Arts, Engineering, Medicine, and Business Administration, division heads and associate division heads in the College of Education, University Admissions Officer, Registrar, University Press Chief Editor, and all other executives and supervisory employees and all other employees.

**Non-salaried classifications.*

II.

PERSONNEL CLASSIFICATION

A. Information on Classification

The Association shall be provided information each term on the current classification of persons in the bargaining unit. The Association shall also be provided, upon request, but no more than once a term, a list of the persons in the following excluded classifications who are on the active payroll at that time:

1) Academic Directors, Academic Associate Directors, Academic Assistant Directors
2) Research Associates
3) Research Assistants
4) All Administrative Assistants
5) Part-Time Faculty

The Association shall be provided information at least monthly on individuals who were added to or deleted from the bargaining unit

during the previous month and shall receive promptly copies of all letters of appointment, reappointment and nonrenewal for members of the bargaining unit.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. The University agrees that if the functions of existing classifications are changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

C. Disputed Classification

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

III.

ADMINISTRATION RIGHTS

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

IV.

ASSOCIATION RIGHTS

A. The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

B. The University shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining

on behalf of employees in the bargaining unit covered by this Agreement.

V.

ASSOCIATION PRIVILEGES

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.
2. The Association shall be afforded the privilege of scheduling periodic meetings on campus, providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

B. Information and Data

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall receive promptly appropriate memoranda involving contract implementation policy and procedures having University-wide application.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.
3. The Association shall receive all public Board of Governors docu-

ments, including agendas (in advance of the meetings), and minutes of all public meetings.

4. Upon request, the University agrees to furnish the Association one complimentary copy of all College and Division catalogs and schedules of classes and twenty-five complimentary copies of any future editions of the Wayne State Faculty and Academic Staff Information Bulletin which may be published.

5. There shall be an Association representative on any University Parking Committee.

C. Telephones

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges. The University agrees to list the Association office in the Wayne State University Faculty and Staff Directory and, upon request, will furnish twenty-five complimentary copies of the Faculty and Staff Directory to the Association.

D. Parking

The Association may receive two Master parking gate cards (for the regularly assessed fee) which the Association agrees will be used for official Association business only.

E. Printing of Agreement

Copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the bargaining unit as soon as possible after ratification of the Agreement. In addition, the Association will receive two hundred printed copies of the Agreement for its use.

F. Released Time

The University will provide for released time for the Association President, the Grievance Coordinator, and the Chief Negotiator during the period of negotiations and the Contract Implementation Officer.

If they are members of the faculty, they will be given a one-course reduction in their teaching duties; and if they are members of the academic staff, they will be released from their regular University duties for a period not to exceed 200 hours per term. If the Association President is a member of the academic staff, he/she shall receive fifty percent released time from his/her regular University duties.

In order to allow the units to make suitable arrangements, the Association will notify the University as soon as possible but at least ninety days prior to the date of the commencement of the released time.

G. Association Staff Medical Insurance

Two employees of the Association shall be eligible to participate in the medical insurance program of the University without University subsidy.

VI.

DEDUCTION OF ASSOCIATION DUES AND FEES

A. Authorization for Payroll Deduction for Association Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues and fees levied in accordance with the By-Laws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, voluntarily executes a standard form prepared by the University for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

Any submitted Authorization for Dues and Fees Deduction form which is incomplete or in error will be returned to the Treasurer of the Association.

B. Termination of Deduction Authorization

A member of the bargaining unit who has voluntarily authorized dues and fees deductions will cease to be subject to dues and fees deductions beginning with the month following receipt of a timely written notice to the Payroll Office cancelling the authorization for such deductions. Such notice shall be timely if given within thirty days prior to the anniversary date of the authorization.

C. Payment to the Association

The University will furnish the Treasurer of the Association, no later than the tenth of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues deduction under all properly executed Authorization for Deduction of Dues forms for each member of the bargaining unit, as submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the By-Laws of the Association. The deductions shall begin as soon as possible following the receipt by the University of the Authorization Forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

F. Refund Claims

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the By-Laws of the Association, refund to the claimant shall be made by the Association.

G. Disputes Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining unit member properly executed or revoked an Authorization for Deduction of Dues and Fees form, shall be reviewed with the individual, an Association-appointed representative, and the University.

H. Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION OR ASSOCIATION DUES

I hereby request and authorize Wayne State University to deduct 0.75% of my gross, regular, bi-weekly earnings (including regular summer earnings, if any) and to increase or decrease this percentage in accordance with the dues schedule, for remittance for my Association dues and/or authorized fees to the Wayne State University Chapter of the American Association of University Professors. I further authorize the University to remit such dues and fees to the Association at such times and in such manner as may be agreed upon by Wayne State University and the Association, at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the Personnel Office, Wayne State University.

NAME	SOC. SEC. NO.
HOME ADDRESS	HOME PHONE
CITY STATE	ZIP
COLLEGE OR DIVISION	DEPARTMENT
CLASSIFICATION	DATE HIRED
SIGNATURE	DATE / /

WAYNE STATE UNIVERSITY PERSONNEL DEPARTMENT COPY

VII.

PAST POLICIES

Except as modified by this Agreement, general personnel policies formally approved by the Board of Governors applicable to the entire Teaching Faculty and/or Academic Staff, prior to the date of this Agreement, shall remain in effect for members of this Bargaining Unit. Any grievance citing this article must indicate the specific statute or policy violated including date of adoption by the Board of Governors.

VIII.

NONDISCRIMINATION

Wayne State University and the Wayne State University Chapter of the American Association of University Professors recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity within the University — both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed there shall be no discrimination on the basis of race, color, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, sex, sexual preference, or physical handicap of those capable of performing their professional duties.

IX.

NO STRIKE / NO LOCKOUT

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call or sanction a strike, walkout, slow-down, sit-down, stay-away, or any other form of interference, which materially affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.

The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining unit members covered by this Agreement.

X.

LAYOFF AND RECALL PROCEDURES

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. In such cases the following language shall apply.

The University President, or his/her designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems which may arise because of a need to make such reductions in personnel.

In case of impending reduction in a unit which would require the layoff of bargaining unit members, the Provost shall appoint a committee from a slate of nominees furnished by the University Council which shall advise the Provost on the possible placement of the affected bargaining unit members in other units within the University. The slate shall contain two names for every person so appointed.

Layoffs and recalls shall be made from among bargaining unit members in the affected units, departments, programs or colleges consistent with the educational goals and program specialties of the affected departments, programs, colleges or units in the following order:

A. Layoffs

1. Normally, part-time faculty will be laid off first. In unusual circumstances when special experience is essential to the unit, a full-time or fractional-time faculty member may be laid off, while the part-time faculty member is retained. If the budgetary constraints prove it impossible to staff the range of courses with the full-time and/or fractional-time faculty, then the full-time and fractional-time faculty will be offered the opportunity to teach the courses on an overload basis without additional compensation rather than to use part-time faculty during the academic year.

2. A member of the bargaining unit about to be placed on layoff status shall be given *preference* in filling other vacant academic positions in the University for which he/she is qualified.

3. Non-tenured bargaining unit members shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.

4. Tenured and continuing service bargaining unit members shall be laid off with those having the most service in the particular unit being laid off last.

B. Notice

Notice of layoff shall occur as follows:

1. Non-tenured barganing unit members who are laid off during the terms of their contracts, shall receive six month's notice if the term contract expiration date is less than twelve months away and shall receive twelve months' notice if the term contract expiration date is more than twelve months away.

2. Tenured or continuing service persons who are to be laid off shall receive eighteen months' notice.

C. Continuation of Insurance Upon Layoff

1. A laid off bargaining unit member who has six months or more of service shall be eligible to continue currently elected group medical, group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining unit members for one hundred and eighty days beyond the end of the month in which the bargaining unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere.

2. The laid off bargaining unit member shall request desired insurance coverage (in writing) within thirty-one days after the end of the month in which he/she is laid off. Such bargaining unit members shall be invoiced monthly for their share of the premium.

D. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two years for an available academic position in accordance with their qualifications. Where practicable recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and it that laid off employee is qualified for that position.

2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XI.

PARTICIPATION IN ASSOCIATION ACTIVITIES

Since the American Association of University Professors has historically been a professional organization, professional participation in Association activities shall be credited as University service in the same manner that other professional service is credited.

All members of the bargaining unit shall be permitted to attend regularly scheduled meetings of the Association, or meetings of appropriate committees of the Association, without penalty, provided that such attendance does not interfere with the discharge of their University responsibilities.

XII.

COMPENSATION

Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the Unit.

In such cases, there shall be prior review with the appropriate Department, College, or Unit salary committee except in unusual circumstances where it is impractical.

The University's implementation of any such salary and/or fringe benefits shall be reported to the salary committee of the Unit and to the Association and the required funds shall not be taken from current or future bargaining unit negotiated compensation increase pools.

A. Salary Adjustments for 1981-82

1. Effective September 1, 1981 all bargaining unit members who were on the payroll as members of the bargaining unit as of May 20, 1981 shall be eligible for the following salary adjustments.

For the purpose of the classification salary adjustments and promotional salary adjustments the faculty and academic staff shall be grouped as follows.

Group I. Instructor, assistant athletic coach, lecturer, academic advisor I, academic services officer I, archivist I, extension program coordinator I, financial aids officer I, health physicist I, librarian I, University counselor assistants I and II, University press editors I and II.

Group II. Assistant professor, athletic coach, academic advisor II, academic services officer II, archivist II, extension program coordinator II, financial aids officer II, health physicist II, librarian II, University counselor I.

Group III. Associate professor, academic advisor III, academic services officer III, archivist III, financial aids officer III, librarian III, University counselor II.

Group IV. Professor, academic advisor IV, academic services officer IV, archivist IV, extension program coordinator III, librarian IV, University counselor III, senior athletic coach.

a. *Classification Salary Adjustments*
Eligible members of the bargaining unit shall have their 1980-81 salary rates increased according to their September 1, 1981 classifications by classification salary adjustments equal to 3.0% of the 1980-81 median salary rates of nine month instructors, assistant professors, associate professors, or professors in the corresponding classification group. Accordingly, eligible bargaining unit members shall receive the following classification salary adjustments:

Group I	$ 450
Group II	$ 587
Group III	$ 774
Group IV	$1,003

b. *Across-the-Board Salary Adjustments*
Eligible members of the bargaining unit shall have their 1980-81 salary rates increased by 3.2% of the first $45,000 of salary. The difference between the total adjustments under this provision and 3.2% of the eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustment Fund.

c. *Promotional Salary Adjustments*
Each bargaining unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $750, $1,000 or $1,500 for promotion to Group II, Group III, or Group IV, respectively, effective the date of promotion.

2. Effective January 1, 1982 for nine-month employees and effective March 1, 1982 for twelve-month employees the members of the bargaining unit defined in Section A.1. shall be eligible for salary adjustments as described below.

a. *Across-the-Board Salary Adjustments*
Eligible members of the bargaining unit shall have their salary rates increased by an additional 0.75% of the 1980-81 base.

b. *Salary Committees*
1) *Faculty*
In each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions and in each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The chairperson or dean/director (or his/her designee) shall chair the salary committee with vote.

2) *Academic Staff*
There shall be an academic staff salary committee in each of the following units: Academic Advising Division in the College of Liberal Arts, Academic Services Division in the College of Education, Archives, each division in the College of Lifelong Learning, University Counseling Services, University Libraries, and University Office of Admissions.

The academic staff salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its academic staff, and such other academic staff from the unit as the academic staff may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the

committee. The dean/director (or his/her designee) shall chair the salary committee with vote.

c. *Selective Salary Adjustments*

Each of the salary committees specified in Section A.2.b. shall be allotted a selective salary adjustment pool equal to 2.0% of the 1980-81 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 2.0% of the 1980-81 base salaries will be placed with deans/directors who shall distribute the entire pool to eligible members of their units.

d. *President's-Deans'/Directors' Selective Salary Adjustments*

The President, through the deans and directors, shall make additional salary adjustments averaging 0.25% of the 1980-81 salaries of the eligible members of the bargaining unit.

e. *Grievances and Appeals*

No individual may grieve his/her salary adjustments under Sections A.2.c. and A.2.d. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section A.2.c. to the next higher administrative officer.

B. Salary Adjustments for 1982-83

1. Effective August 31, 1982 all bargaining unit members who were on the payroll as members of the bargaining unit on May 19, 1982 shall be eligible for the following salary adjustments:

   a. *Classification Salary Adjustments*

   Eligible members of the bargaining unit shall have their 1981-82 salary rates increased according to their August 31, 1982 classifications as follows:

Group I	$ 491
Group II	$ 640
Group III	$ 844
Group IV	$1,093

   b. *Across-the-Board Salary Adjustments*

   Eligible members of the bargaining unit shall have their 1981-82 salary rates increased by 2.0% of the first $45,000 of salary. The difference between the total adjustments under this provision and 2.0% of the eligible salaries will be added to the President's-Dean's/Directors' Selective Salary Adjustment Fund.

c. *Promotional Salary Adjustments*

Each bargaining unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $900, $1,200 or $1,800 for promotion to Group II, Group III or Group IV, respectively, effective the date of promotion.

2. Effective January 1, 1983 for nine-month employees and effective March 1, 1983 for twelve-month employees the members of the bargaining unit defined in Section B.1. shall be eligible for salary adjustments as described below:

a. *Across-the-Board Adjustments*
Eligible members of the bargaining unit shall have their salary rates increased by an additional 1.3% of the 1981-82 base.

b. *Longevity Adjustment*
Members of the bargaining unit who, by December 31, 1982, have 15 years of active service, one-half time or more as a salaried employee of Wayne State University shall have their salary rates increased by an amount equal to 1.0% of their 1981-82 salary rates.

c. *Selective Salary Adjustments*
Each of the salary committees specified in Section A.2.b. of this Article shall be allotted a selective salary adjustment pool equal to 1.75% of the 1981-82 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 1.75% of the 1981-82 base salaries will be placed with deans/directors who shall distribute the entire pool to eligible members of their units.

d. *President's-Deans'/Directors' Selective Salary Adjustment*
The President, through the deans and directors, shall make additional salary adjustments averaging 0.25% of the 1981-82 salaries of the eligible members of the bargaining unit.

e. *Grievances and Appeals*
No individual may grieve his/her salary adjustments under Sections B.2.c. and B.2.d. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section B.2.c. to the next higher administrative officer.

C. Executive Order Reduction

In the event of an Executive Order reduction of the State Appropriation after October 1, 1981, at the University's request, representatives of the Association and representatives of the University Administration shall meet to discuss the impact of this reduction and possible solutions to the problem.

D. Salary Schedules

1. *Faculty*

The salary schedules, applicable to all colleges, schools, and divisions of the University for the five regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article and such adjustments shall be implemented without separate Board approval.

SCHEDULE FOR 1981-83

	9-month		*12-month*	
Rank	*Minima*	*Maxima*	*Minima*	*Maxima*
Lecturer	12,700	44,700	15,240	53,640
Instructor	12,700	18,000	15,240	21,600
Assistant Professor	14,800	26,500	17,760	31,800
Associate Professor	18,500	33,900	22,200	40,680
Professor	22,800	44,700	27,360	53,640

2. *Academic Staff*

The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article and such adjustments shall be implemented without separate Board approval.

SALARY SCHEDULE — 12-MONTH YEAR
ACADEMIC STAFF — 1981 - 83

Classification	*Range*	*Minimum 1981-83*	*Maximum 1981-83*
Academic Advisor I	3	$11,700	$15,210
Academic Advisor II	5	13,610	17,730
Academic Advisor III	8	16,550	21,350
Academic Advisor IV	12	19,920	26,040
Academic Services Officer I	4	12,670	16,550
Academic Services Officer II	8	16,550	21,350
Academic Services Officer III	11	19,110	24,870
Academic Services Officer IV	15	22,450	29,570
Archivist I	5	13,610	17,730
Archivist II	8	16,550	21,350
Archivist III	11	19,110	24,870
Archivist IV	15	22,450	29,570
Extension Program Coordinator I	5	13,610	17,730
Extension Program Coordinator II	9	17,440	22,440
Extension Program Coordinator III	13	20,790	27,140
Financial Aids Officer I	4	12,670	16,550
Financial Aids Officer II	7	15,600	20,330
Financial Aids Officer III	11	19,110	24,870
Health Physicist I	6	14,650	19,150
Health Physicist II	8	16,550	21,350
Librarian I	5	13,610	17,730
Librarian II	8	16,550	21,350
Librarian III	11	19,110	24,870
Librarian IV	15	22,450	29,570
University Counselor Assistant I	2	10,830	14,120
University Counselor Assistant II	4	12,670	16,550
University Counselor I	7	15,600	20,330
University Counselor II	11	19,110	24,870
University Counselor III	15	22,450	29,570
University Press Editor I	2	10,830	14,120
University Press Editor II	5	13,610	17,730

E. Recommended Salaries for New Bargaining Unit Members

The department chairperson (or appropriate administrative officer) shall call a meeting of the appropriate salary committee to discuss initial salaries of prospective members of the bargaining unit.

If a quorum of the committee cannot be assembled in a timely fashion, the chairperson (or appropriate administrative officer) shall consult with those members of the salary committee who are available.

F. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements executed by the University with Massachusetts Mutual Life Innsurance Company, or a comparable carrier mutuallly agreed upon, the Health Alliance Plan (HAP), and the Group Health Plan of Southeastern Michigan (GHP). All such employees working 50% or more time and all persons on long-term disability shall be eligible to participate in one of the three programs. The University shall provide a subsidy payment of full cost for the bargaining unit member's insurance and one-half of the cost of insurance for his/her dependents based upon the cost of Massachusetts Mutual (or comparable carrier) major medical insurance rates.
2. New members of the bargaining unit should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the bargaining unit member's effective date of hire.
3. The Massachusetts Mutual (or comparable carrier)/Group Health plans become effective on the date of employment, except when the bargaining unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.
4. The Health Alliance Plan becomes effective the first of the month following the month the bargaining unit member becomes employed and completes an application form.
5. In the event the bargaining unit member fails to apply within the first month, he/she will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual (or comparable carrier)/Group Health plans. If coverage is under the Health Alliance Plan or the Group Health Plan, he/she must wait until the next enrollment period.
6. All bargaining unit members who qualify for retirement after age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Massachusetts Mutual Life Insurance Company (or comparable carrier) and the Health Alliance Plan. Retirees shall be responsible for paying the full premium. However, retirees between the ages of 60 and 64 inclusive shall be eligible to participate in one of the University subsidized medical insurance programs.
7. The University may cancel the Health Alliance Plan (HAP) coverage provided it accords members of the bargaining unit conversion privileges to Massachusetts Mutual (or comparable carrier) coverage and provided there are 6.5% or fewer bargaining unit members participating in the plan.

G. Dental Insurance

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible members of the bargaining unit at no cost to the employee.

H. Long-Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.
2. Participation begins after the staff member has completed three full calendar years of continuous service at the University or one full calendar year of service with tenure. Fractional-time employees who have previously met the full-time service requirement are eligible for participation. If three months prior to the appointment at Wayne State University the bargaining unit member was insured through his/her previous employer under a group disability policy which provided income benefits for a minimum period of five years during total disability due to sickness, the bargaining unit member is eligible for long-term disability insurance on the first day of the month that coincides with or next follows the date of appointment at Wayne State University.
3. Benefits for an insured staff member begin after six months of continuous total disability and continue for as long as the disability continues or until the affected individual retires. Bargaining unit members whose disability date is on or after January 1, 1979 and who qualify for benefits after their sixtieth birthday will receive benefits for five years or until age seventy, whichever comes first. In all other cases the disability payments will cease at age sixty-five.
4. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and worker's compensation, is as follows:
   a. For those whose disability date is before January 1, 1982 the monthly income benefit is equal to 60% of a person's basic salary up to $1,000 per month, plus 40% of any basic salary in excess of $1,000 per month, but not to exceed a benefit of $1,500 monthly.
   b. For those whose disability date is on or after January 1, 1982 the monthly income benefit is equal to 60% of a person's basic salary, but not to exceed a benefit of $2,000 monthly.

The monthly income benefit will never be less than $50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan. A three percent escalator provision is also included.

I. Retirement Program

1. Members of the bargaining unit with two years of University service, and who have attained thirty years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only with the approval of the Board of Governors.
2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his/her regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.
3. Full-time members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.
4. Female members of the bargaining unit who are retired from the University or will retire during the term of this Agreement and who are receiving annuity payments from TIAA/CREF will receive additional payments, if necessary, so that their annual annuity payments will be the same as a similarly situated male. This provision applies only to those regular benefits earned while serving at Wayne State University.

   This program is retroactive to July 1, 1978 and does not imply any past or future liability on the part of the University beyond the dates of this Agreement. The method of payment is through an annuity executed with TIAA.

J. Life Insurance

1. All members of the bargaining unit on a fractional or full-time basis will be provided with $5,000 non-contributory life insurance. Bargaining unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible bargaining unit members shall be entitled to elect one of the following:

Option No. 1	$5,000 non-contributory insurance only.
Option No. 2	$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.
Option No. 3	$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

The life insurance policy shall contain accidental death and dismemberment benefits.

2. A member of the bargaining unit who has participated in the Wayne State University TIAA/CREF retirement program for five years or who has served ten years in the University and retires after age fifty-five shall, upon retirement, qualify for the retirement life insurance policy in force, fully paid by the University.
3. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.
4. Arrangements shall be made with the University's life insurance carrier to issue an optional, emergency, partial life insurance benefit up to $2,500 or the $5,000 non-contributory, group term life insurance policy provided by the University for each member of the bargaining unit, to a legal beneficiary (other than a minor, guardian of a minor, or the estate of the insured) within twenty-four hours of proper notification. "Proper notification" shall consist of the submission to the Staff Benefits Office of a legal death certificate or a letter over the signature of the spouse or a close relative of the deceased. The University shall be responsible for notifying the beneficiary of the availability of this option when the University becomes aware of the death of a member of the bargaining unit.

K. Voluntary Early Retirement

1. *Eligibility*
Tenured (or continuing service) members of the bargaining unit between the ages of 60 and 69, inclusive, who voluntarily retire (with at least ninety days prior written notice) from the active payroll shall be eligible for the voluntary early retirement benefits described in this section. Persons on long-term disability leave are not eligible for the voluntary early retirement program.

2. *Benefits*
The retiree described in paragraph 1 shall be entitled to biweekly payments based on an annual rate p given by

$$p = \frac{x \cdot S}{90}$$

where x = years of service, or fractions thereof, as an employee at Wayne State University on appointments of one-half time or more, at date of retirement or at the end of the July-June calendar year in which the retiree attained the age of 65, whichever is smaller. For persons on nine-month appointments the service year is defined as the academic year, and fractions of a year are based

on the number of completed terms. Summer assignments for persons on nine-month appointments shall not be counted. For persons on twelve-month appointments the service year is defined as the July-June calendar year. Sabbatical leaves and the first two years of unpaid leaves of absence shall be counted as full-time service. Unpaid leaves of absence in excess of two years shall be credited as one-half time service, but no single leave or extension thereof shall be credited for more than two years. Fractional-time service shall be prorated. Leaves of absence shall be prorated based upon the fractional time appointment immediately prior to the leave.

and S = annual full-time equivalent faculty or academic staff salary rate at date of retirement or in the academic year in which retiree attained age 65, whichever is smaller. In no case shall S exceed the authorized maximum twelve-month professor salary. For persons who have held both nine-month (ten month) and twelve-month appointments, the salary S shall be adjusted to reflect the number of years spent in each type of appointment. A twelve-month salary is equal to 1.2 times the nine-month salary.

The payment shall be made biweekly over twelve months of the year for five years or until the end of the fiscal year in which the retiree attains the age of 70, whichever comes first. In case of the death of the retiree the payments shall be made to the retiree's designated beneficiaries and/or estate.

3. *Start of Payments*

For retirees who are entitled to receive payments for five full years, the biweekly payments shall commence on the first paydate after the next July 1 or January 1, whichever comes first, following the date of retirement. For retirees who are entitled to receive payments for less than five years the biweekly payments shall commence on the first paydate after retirement.

L. Vacations

Full-time, twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two working days per year. Vacation days earned, but not used, may be accumulated up to forty-four days.

Vacation days must be scheduled in advance with the appropriate chairperson or dean/director and shall be approved in accordance with the operational needs of the unit and shall be reported on the

University's official Payroll Exception Report.

Upon request of a member of the bargaining unit, the University shall pay the member in advance for the time he/she will be absent on vacation provided that the member gives at least five working days notice of such request and provided that the vacation period for which this advance payment is sought is for at least five working days.

Upon termination of employment a tenured member of the bargaining unit will be paid for unused vacation days. A nontenured bargaining unit member will be paid for the unused vacation days or for the remaining days in his/her term appointment, whichever is less. Before transfer from a twelve-month to a nine-month appointment, a bargaining unit member shall utilize the vacation days in his/her vacation bank prior to the transfer date. Under special circumstances the Provost may authorize payment for vacation days that would otherwise be lost.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

M. Holidays

The seven holidays consisting of Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day shall be official University paid holidays.

N. Christmas/New Year's Closure

Twelve-month bargaining unit members will be given time off with pay between Christmas and New Year's. Any bargaining unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

XIII.
LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. *Professional and Personal Leaves*

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons may under certain circumstances be beneficial to both the individual and the University.

a. *Eligibility*

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have one

year of continuous, full-time service in the bargaining unit. Under certain circumstances, the Provost or his/her designated representative may waive the one-year eligibility requirement.

b. *Application for Leave*

The member of the bargaining unit shall submit in writing to his/her department chairperson or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. *Approval*

Upon the recommendation of the department chairperson or immediate supervisor and subject to the concurrence of the dean or director, as appropriate, a leave of absence without pay may be granted by the Provost or his/her designated representative.

d. *Length of Leave*

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pretenure employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. *Fringe Benefits*

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. *Return from Leave*

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned from the University unless he/she was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, he or she must submit a written request for return to work to the department chairperson or immediate supervisor. In such event the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay is required to take and pass a medical examination given or authorized by the University Health Service before the individual may return to work. If the individual does not pass the examination and has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1., and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. *Salary Increases*

The base compensation rate of a member of the bargaining

unit shall be augmented by all general increases which he/she would have received had he/she not been on leave and by selective increases approved through the regular channels.

2. *Military Leave*

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. *Authorized Short-Term Absences*
   a. Absences for outside professional activities related to University responsibilities, which necessitate absence from the bargaining unit member's usual University operating location, may be approved with pay for periods up to thirty working days.
   b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairperson or dean/director at least two weeks prior to the start of the proposed activity and at least three weeks prior to activity outside the United States.
   c. Approval is given by the University President or his/her designee.

2. *Sabbatical Leaves*

The Provost or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one semester. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

   a. *Eligibility*
      1) A sabbatical leave may be granted for one or two semesters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.
      2) Dependent upon the type of sabbatical leave requested (Section B.2.f.1), an applicant shall have served at least six or twelve semesters (or their equivalents in a combination of quarters and semesters) of regular full-time contractual employment in the University since his/her initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters/semesters need not be consecutive, but no more than three quarters or two semesters shall be counted for any one fiscal year.

b. *Applications*

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific semester(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for two semesters in the year immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

(e) The applicant's agreement to submit a written report on the extent to which he/she has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairperson or equivalent administrator no later than December 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his/his designee through normal administrative channels. All applications for sabbatical leaves from a department or equivalent unit shall be evaluated by the department chairperson or equivalent unit administrator and, in those units with tenure committees, by a committee designated by the unit. The evaluations, along with the applications, shall be forwarded to the Provost through normal administrative channels by January 15 after the December 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 1.

c. *Conditions of Leave*

1) An applicant shall agree to return to service with the University for two semesters in the year immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider

acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his/her designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

   For the purpose of meeting the needs of a unit, with the prior written approval of the dean/director, a sabbatical leave application for a professional development project may be filed.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole semesters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, one semester of service shall be interpreted to mean four and one-half calendar months of service.

d. *Length*

1) A sabbatical leave may be granted for one or two semesters.
2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Spring-Summer Term. Hence the Winter and Fall Semesters of a given *colendar* year are regarded as consecutive.

e. *Sabbatical Leaves Committee*

1) There shall be a University Sabbatical Leaves Committee consisting of six bargaining unit members and chaired by the Provost or his/her designee. These six persons shall be selected jointly by the Provost and the University Council Policy Committee according to the method described in Article XXX, University-wide Committees. The Provost or his/her designee shall be a member *ex officio* of the Committee (without vote).
2) The functions of this committee shall be:
   (a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;
   (b) to advise the Provost of its recommendations; and
   (c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. *Compensation and Benefits*

1) For each semester on sabbatical leave the individual shall receive as compensation a percentage of the compensation he/she would have received were he/she not on leave, such percentage to be determined by the number of semesters elected for the sabbatical leave and the length of full-time service since the last sabbatical leave or initial employment as follows:

One semester following twelve semesters of service as described in 2.a.2 above	80%
Two semesters following twelve semesters of service as described in 2.a.2 above	60%
One semester following six semesters of service as described in 2.a.2 above	60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. *Short-term Disability Leave for Illness*

a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six months' compensation in any twelve-month period. Nine-month bargaining unit mem-

bers on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining unit member is still disabled at the beginning of the Fall Term he/she may continue on short-term disability in the normal manner. Bargaining unit members shall be responsible for promptly notifying their department chairperson, dean, or immediate supervisor of each day of illness absence.

b. Any member of the bargaining unit, as defined in 1.a., is required to file with the University Health Service a report from his/her attending physician if surgery has been performed, or if he/she has been absent more than fourteen consecutive calendar days, or for fifteen business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining unit member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the University Health Service or by a physician mutually agreeable to the University and the member.

c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the University Health Service before he/she may return to work.

d. A member of the bargaining unit, as defined in 1.a. who has five or more years of continuous full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six month short-term disability period.

e. A bargaining unit member who has been on short-term disability leave and has medical approval from the University Health Service may return to work on a fractional-time basis. He/she shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that he/she has remaining in his/her short-term disability bank.

2. *Mandatory Sick Leave*

In the event that there is sufficient evidence as determined by

the University Health Service, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to members of the bargaining unit; however, decisions made by the University under this contract provision shall be subject to the Grievance Procedure entering at Step One.

3. *Personal Emergencies*

   a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.

   b. A member of the bargaining unit shall be given a leave of absence with pay of not more than five days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

   c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).

   d. After six months of service, a member of the bargaining unit may take up two days for personal reasons during a July-June year. One additional day for personal reasons shall accrue for each ten years of service. Sufficient prior notice shall be given to the chairperson, dean/director or his/her designee, as appropriate, prior to taking a personal leave day.

4. *Civic Obligations*

   a. *Court and Related Duties*

      Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.

b. *Short-term Military Leave*

Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not exceed thirty days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Maternity Leaves of Absence

It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

1. *Short-term Disability Leave*

For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness as specified in Section C.1. of this Article.

2. *Maternity Leave of Absence Without Pay*

A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A. of this Article.

XIV.

FRACTIONAL-TIME EMPLOYEES

All members of the bargaining unit employed fifty percent time or more (but less than one hundred percent time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full $5,000 non-contributory group term life insurance coverage as are provided by the University for full-time members of the bargaining

unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the supplemental life insurance option, Social Security, Worker's Compensation, and for official University-paid holidays. Twelve-month fractional-time bargaining unit members shall accrue vacation days in proportion to the fraction of time worked. Beginning with July 1, 1972, short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

XV.

ADMINISTRATION-ASSOCIATION MEETINGS

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

XVI.

ADMINISTRATION OF AGREEMENT

A. The Wayne State University Chapter of the American Association of University Professors and the University administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B. of this Article and Section F. of Article V. Upon written request, the University shall endeavor to reschedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

B. Every effort shall be made to schedule negotiation sessions and other necessary AAUP-University meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

C. It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

XVII.

GRIEVANCE PROCEDURE

A. Intent

Wayne State University and the Wayne State University Chapter

of the American Association of University Professors agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University administration.

B. Definition

A Grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chairperson and dean (or his/her designee) or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed conjointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department, college, division, or bargaining unit wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Two, unless specifically provided for elsewhere in this Agreement.

E. Formal Procedure for Handling Grievances

Step One

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the Provost (or his/her designee) stating the nature of the grievance, including relevant facts, the provision(s)

of the contract alleged to have been violated, and the adjustment sought.

The grievance must be in writing and receipted by the University representative within thirty calendar days following the time at which the grievant could have reasonably been aware of its occurrence.

Within fourteen calendar days of receiving the grievance, the Provost or his/her designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his/her designee and, at his/her discretion, the dean or his/her designee, the chairperson, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost to the Association with a copy to the grievant within fourteen calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one calendar days after an answer, shall be considered settled on the basis of the last answer and not subject to further review. After fourteen days the Association will be notified that the grievance will be considered settled unless the Association responds within seven calendar days.

If a timely meeting is not arranged, the Association may proceed to Step Two of the grievance procedure providing it does so within twenty-one calendar days of the initiation of Step One.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Two of the grievance procedure provided it does so within twenty-one calendar days of the time of the meeting.

Step Two

The grievance shall be submitted to the President or his/her designated representative.

The Association and the University President shall each appoint one representative from within the University who shall meet to choose a mutually agreeable third person.

If the parties are unable to choose a third person within seven calendar days, the American Arbitration Association shall be requested by either or both parties to provide a list of five arbitrators. All five members of this list shall be employed full time by a college or university, other than Wayne State University. The University and the Association shall each rank the five names and strike from the list names that are unacceptable. The American Arbitration Association shall then designate from this list the name that is most acceptable to both parties. If no name from the list is acceptable to both parties, the American Arbitration Association shall be requested to furnish a second list of five names, and the process shall be repeated. In the event that no name is acceptable to both parties from the second list, the Regional

Director of the American Arbitration Association shall be asked to designate the third person to serve on the panel. This person shall be a full-time employee of a college or university, other than Wayne State University, whose name has not appeared on any of the previous lists.

This three-person panel shall then conduct a hearing to begin as soon as possible after the designation of the third person. There shall be no formal rules of evidence, and the panel shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses and, if it so desires, the panel may also call witnesses of its own.

The panel's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B. of this Article. The panel shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and its findings shall be consistent with the terms of this Agreement. Also excluded from the panel's jurisdiction are grievances related to promotion, tenure, and reappointment, unless provided for elsewhere in this Agreement. The panel shall issue its decision within thirty days after the conclusion of testimony, argument, and submission of briefs.

The award of the panel shall be based exclusively on evidence presented at the hearing. There shall be no appeal from the decision of the panel. It shall be final and binding on the part of the Association, bargaining unit members and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the administration may be an attorney who is a full-time employee of Wayne State University, or the representative for the Association may be the Association attorney. An attorney shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have an attorney present.

At Step Two of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement. At the option of the grievant, the Association, or the administration, the processing of a grievance (filed by a nine-month employee) which would take place in a summer term in order to meet the time limit specified in this Article, may be postponed until the beginning of the next academic term.

H. Settlements

In no event shall the University's liability antedate thirty days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost, except as provided for in the letter of agreement, Reference: Compensation Settlements, dated March 7, 1973.

I. Expenses

The professional fee and expenses of the third person on the panel shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure, and such withdrawal shall be without prejudice.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

L. Additional Time for Internal Appeal

If the Association advises the University during any of the above-specified 21-day periods that an internal appeal is in progress, the Association shall be given an additional twenty-one calendar days in which to appeal to the next step. The fact of such internal appeal shall not be used against the grievant in any step of the grievance procedure.

M. Right to Representation

If a member of the bargaining unit reasonably anticipates some disciplinary action may result from a meeting with a University administration representative or his/her designee, the bargaining unit member may request that an Association representative be present.

If some disciplinary action results during a meeting in which an Association representative is not present, the bargaining unit member has the right to terminate the meeting pending the arrival of an Association representative.

XVIII.
SELECTION ADVISORY COMMITTEES

Selection and Review of Department Chairpersons

When a new chairperson of a department (or administrator of equal function) is to be appointed, a committee shall be formed to seek and recommend candidates to the dean. Such a committee shall include one-half membership of bargaining unit members elected by the depart-

ment for which the chairperson is being sought. The dean shall appoint the remaining members. At least one-third of the dean's appointees must be bargaining unit members from the department in question, but this restriction shall not apply to clinical departments in the School of Medicine. The above committee structure shall not obtain in those departments with fewer than five tenured full-time faculty, in which case the membership shall be appointed by the dean but shall include not less than two-thirds bargaining unit members including representation from the department in question. The dean shall appoint the chairperson of the committee from among the committee members. A slate of at least three candidates for chairperson shall be presented to the dean. If none of the candidates is acceptable the committee shall readdress the question. If a second slate of candidates is unacceptable, the matter shall be forwarded to the Provost for whatever action or decision he or she deems appropriate.

Prior to the appointment or reappointment of an acting chairperson, the dean shall consult with the selection advisory committee, and/or the departmental personnel committee, and/or the department tenured faculty, and/or the department tenured faculty and non-tenured faculty.

Terms of appointment shall not exceed five years. One year prior to the end of the term of a chairperson whose term of appointment is three years or greater, a review committee, comprised of bargaining unit members of the department, shall be formed. At least three-fourths of the committee members shall be tenured. Sixty percent of the committee (where a fractional number is rounded to the next higher integer) shall be elected by the department. The remaining members shall be appointed by the dean. In clinical departments in the School of Medicine, the membership of the committee shall include fifty percent elected by the faculty of the department and fifty percent appointed by the dean. The dean shall appoint the chairperson of the committee from among the committee members. This committee shall evaluate the progress of the department and the effectiveness of the chairperson and shall forward a report to the dean.

Selection and Review of Deans

When a new dean of a school or college or the Director of Health and Physical Education is to be appointed, a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include one-half membership of bargaining unit members elected by the college for which the dean is being sought. The President (or his/her designee) shall appoint the remaining committee members. At least one-third of the President's appointees must be from among bargaining unit members in the college in question. The college and the President shall strive for committee

membership that is broadly representative with respect to discipline and affirmative action considerations. The President shall appoint the chairperson from among the committee members. A slate of at least three candidates for dean shall be presented to the President (or his/her designee). If none of the candidates is acceptable the committee shall readdress the question. If a second slate of candidates is unacceptable, the President shall take whatever action he/she deems appropriate.

Prior to the appointment or reappointment of an acting dean, the President (or his/her designee) shall consult with the selection advisory committee and/or an appropriate faculty committee of the college.

Terms of appointment shall not exceed five years. One year prior to the end of a term of a dean whose term of appointment is three years or greater, a review committee, comprised of tenured faculty members of the school or college, shall be formed. Sixty percent of the committee (where a fractional number is rounded to the next higher integer) shall be elected by the college. The remaining members shall be appointed by the President (or his/her designee). The President shall appoint the chairperson of the committee from among the committee members. This committee shall evaluate the progress of the school or college and the effectiveness of the dean and shall forward a report to the President or his/her designee.

Selection and Review of Directors

When a new director of the Libraries, Archives, or an equivalent administrator supervising Admissions is to be chosen, a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include not less than twenty-five percent membership of bargaining unit members from the unit for which the director is sought and not less than fifty percent bargaining unit members. The President shall appoint the chairperson from one of the committee members.

Terms of appointment shall not exceed five years. One year prior to the end of the term a director whose term of appointment is three years or greater, a review committee will be formed. This committee shall include representation from the bargaining unit members in the affected unit. This committee shall evaluate the progress of the unit and the effectiveness of the director and shall forward a report to the President or his/her designee.

Other Procedures

Nothing in this article shall preclude the appropriate appointing administrative officer and the affected faculty group from developing alternative, mutually acceptable procedures for selection and review

instead of those outlined above. Any such agreement must be ratified by two-thirds of the voting faculty in question and is assumed to be case specific. Moreover, this section does not preclude the traditional rights of faculty to meet as individuals with appropriate administration officers to voice their opinions.

XIX.

VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

XX.

DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of July 31, 1983 when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty days and not less than ninety days prior to July 31, 1983. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties (except the issues of the physician's practice plan and the 1982-1983 minima and maxima salary schedules from Article XII) and both parties waive their rights to all bargaining on such issues (other than the physician's practice plan issue and the 1982-1983 minima and maxima salary schedules from Article XII) and any other issues unless mutually agreed to by the parties.

XXI.

TERM APPOINTMENTS

A. A term appointment is an employment contract for a specified period of time. Term appointments shall be in writing and shall iindicate compensation and the period of the appointment. Any special conditions related to the term appointment shall be included in the letter of offer.

B. Insofar as practicable, no full-time term appointments of prospective members to the bargaining unit at the rank of Assistant Professor (or equivalent) or higher shall be made in units with tenure committees without prior consultation with the appropriate unit committee or the tenured members of that unit.

C. Qualified individuals, upon the recommendation of the departments/divisions and colleges, may be granted, in the ranks of instructor and above and in academic staff classifications, term appointments which are limited to a maximum of seven years of full-time service at this University. Full-time service in the rank of assistant professor, associate professor or professor at a baccalaureate granting institution other than Wayne State University and which is accredited by a nationally recognized accrediting agency shall be counted for up to three years unless the faculty member and the dean concur in a request for a reduction in service credit during the faculty member's first year at Wayne State University. A copy of the waiver request shall be forwarded to the AAUP. The faculty member may cancel the waiver request with a two-month period after its submission.

D. Appointment procedures shall provide written notice of nonrenewal of appointment at least six months prior to expiration of a one-year term appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment. Failure to provide notice, however, shall not constitute a basis of claim for tenure. After seven years of service at Wayne State University, assistant athletic coaches, athletic coaches, and senior athletic coaches shall be provided at least eighteen months' written notice of nonrenewal of appointment.

E. Annually, the unit tenure committee shall prepare for each bargaining unit member on a term contract a written review of his/her professional performance. The chairperson, dean or director (as appropriate) may concur and/or may add his/her comments to the tenure committee's written review. The chairperson shall discuss the review with the bargaining unit member. At the option of either the chairperson or the bargaining unit member, the designated spokesperson of the tenure committee will also be present at the discussion. If the unit contains more than 15 persons on term appointments, the chairperson, dean or director (as appropriate) may select a designee to conduct some of these discussions. In cases where the bargaining unit member is not satisfied with the review performed by a designee, upon request, he/she may be reviewed by the chairperson, dean or director (as appropriate). The written reviews shall be kept on file in the department/division or college, as appropriate, along with supporting or dissenting material

provided by the individual. Neither the written review nor the discussion shall imply any commitment to recommend reappointment, promotion or tenure.

F. If in the opinion of a bargaining unit member and the Association, the bargaining unit member has improperly been denied renewal of a term appointment, a Step I grievance may be filed for the purpose of requesting a reconsideration. After the Step I meeting, the decision to grant a reconsideration will be at the discretion of the Provost. If the Provost denies reconsideration he/she shall provide his/her written reason(s) for his/her decision to the Association. The matter shall in no case be carried forward to Step II of the grievance procedure. However, upon request of the Association, a meeting with the Provost (or his/her designee) to further discuss the reasons for the Provost's decision shall be held.

G. Except where modified by this Article, the University's existing term appointments statutes shall remain in full force and effect.

H. Except for procedural matters, all matters related to term appointments are not subject to the Grievance Procedure (Article XVII).

XXII.
TENURE PROCEDURES

A. Definition

Tenure is a contractual status previously defined in the Statutes of the Board of Governors. Tenure is granted by the Board of Governors upon recommendation of the President in accordance with the procedures set forth below. There is no right to receive tenure but there is a right to fair consideration for tenure as prescribed in this Article.

B. Eligibility

Persons in the payroll classification of instructor, lecturer, assistant athletic coach, athletic coach, and senior athletic coach may not hold tenure. Any member of the faculty or the academic staff, who has completed more than three years full-time service at Wayne State University, or who has three years of credited prior service and more than two years of full-time service at Wayne State University, must, upon application, be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. In rare and unusual circumstances a fractional-

time faculty or academic staff member serving 50% time or more may be granted and hold fractional-time tenure.

C. Basis for Tenure Recommendations

The parties agree that the basic functions of the University are the transmission and generation of knowledge. We intend this article to further this commitment.

A recommendation for tenure is based upon a candidate's qualifications in the light of specific department/division, college, and University considerations. The assessments of a faculty candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a faculty candidate in the creative or performing arts, in creative professional achievement. The assessments of an academic staff candidate's qualifications shall be based upon excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration both performance to date and prospects for continued excellence based on that performance.

There shall be no establishment of a fixed proportion of tenured to non-tenured faculty in the University, in any college, or in any department/division.

At no level in this procedure shall a ranked list of candidates for tenure be forwarded.

D. Procedures

1. *Faculty Recommendations for Tenure*

   a. Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, the Weekend College Program in the College of Lifelong Learning, and in each division in the College of Pharmacy and Allied Health Professions, and each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work shall delineate, as far as practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C. of this Article and to those department/division and college/school factors that may have a bearing on the tenure recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director of the college/school prior to

implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each faculty member in the unit.

b. *Department/Division Committee*
The faculty of each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, the Weekend College Program in the College of Lifelong Learning, and in each division in the College of Pharmacy and Allied Health Professions shall elect a committee of tenured faculty members which shall be responsible for evaluating candidates and for making tenure recommendations. Faculty holding administrative positions in offices above the unit and in the reporting line shall not be eligible for election. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The department/division chairperson (or unit head) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the commmittee for the granting of tenure, together with a written assessment and supporting documents, shall be forwarded to a department/division chairperson.

c. *Department/Division Chairperson*
Upon receipt of the department/division committee recommendations the chairperson shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean of the college. The chairperson shall inform the department/division committee of his/her recommendations. The chairperson, after consultation with the department/division committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chairperson shall notify the faculty member of the department/division committee's recommendation and the chairperson's own recommendation prior to forwarding them to the dean. The chairperson shall notify a faculty member when the department/division committee has recommended him/her for tenure or when the chairperson initiates a recommendation for tenure. A faculty

member may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the dean of the college and it is the faculty member's fourth, fifth, or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the chairperson.

In a department/division with fewer than three tenured faculty members, not including the chairperson, the chairperson shall possess the authority and functions of the department/division committee. In such units the chairperson shall consult with the tenured faculty members prior to arriving at a positive or negative decision. The chairperson shall notify both the candidate and the tenured faculty members of his/her recommendation.

d. *College (or School) Committee*

The faculty of each college shall elect a committee of tenured faculty members which shall be responsible for evaluating candidates and for making tenure recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson. Faculty holding administrative positions in offices in the reporting line shall not be eligible for election. The College of Engineering may choose to elect a separate college-wide committee to consider tenure recommendations from the Division of Engineering Technology. There shall be no college-wide committees for the College of Lifelong Learning and the College of Pharmacy and Allied Health Professions. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Whenever a department chairperson appears before the college committee, he or she shall be accompanied by the elected departmental committee representative. In the Colleges/Schools of Law, Nursing, and Social Work, and in the Division of Health and Physical Education, the college committee may initiate tenure recommendations. The recommendations of these committees for the granting of tenure, together with a written assessment and supporting documents, shall be

forwarded to the dean.

e. *Dean of the College*

Upon receipt of the college committee recommendations, the dean shall attach his/her recommendations to those of the committee. The dean/director shall inform the members of the college committee of his/her recommendations. In the Colleges/Schools of Law, Lifelong Learning, Nursing, Pharmacy and Allied Health Professions, and Social Work, and in the Division of Health and Physical Education, the dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member shall be notified of the recommendations of the dean and the college committee before these recommendations are forwarded to the Office of the President. A faculty member of a college not listed in Section D.1.b. may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the Office of the President for those faculty members considered at the college level and it is the faculty member's fourth, fifth, or sixth year or service at Wayne State University, the faculty member shall be so notified in writing by the dean.

2. *Academic Staff Tenure Recommendations*

a. The academic staff collegial units as referred to below shall comprise the academic staff members in: Academic Advising Division in the College of Liberal Arts, Archives, each division in the College of Lifelong Learning, University Counseling Services, University Libraries, University Office of Admissions, and the Academic Services Division of the College of Education.

b. The academic staff collegial units (d[illegible]ed above) and the dean/director in all other units where academic staff personnel are assigned, shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications

with respect to the criteria in Section C of this Article and to those department/division/college factors that may have a bearing on the tenure recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each academic staff member in the unit.

c. *Academic Staff Collegial Units*

1) *Academic Staff Collegial Tenure Committees*

The academic staff in each of the academic staff collegial units shall elect a committee of tenured bargaining unit members which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean/director (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee, together with its written assessments and supporting documents for the granting of tenure, shall be forwarded to the dean/director.

2) *Dean/Director of the Academic Staff Collegial Units*

Upon receipt of the academic staff collegial unit tenure committee recommendations, the dean/director (or his/her designee) shall attach his/her recommendations and written assessments to those of the committee. The dean/director shall inform the members of the unit committee of his/her recommendation. Those recommendations that have received the endorsement of the tenure committee and/or the dean/director shall be forwarded, along with the supporting documents and written assessments, to the Office of the President.

The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. The dean/director shall notify the candidate of the unit committee's recommendation and the dean/director's own recommendation prior to forwarding the recommendation to the Office of

the President. An academic staff member may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the Office of the President for an academic staff member and it is the academic staff member's fourth, fifth, or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

In an academic staff collegial unit with fewer than three tenured academic staff members, not including the dean/director, the dean/director shall possess the authority and functions of the academic staff collegial unit tenure committee. In such units the dean/director shall consult with the tenured academic staff members when a candidate is being considered for tenure and prior to arriving at a positive or negative decision.

d. *Other Academic Staff Classifications*

Those academic staff members who are not members of units specified in Section D.2.a. of this Article shall be evaluated for the purpose of making tenure recommendations by their deans/directors (or their designees). The dean/director shall notify an academic staff member when he/she is being considered for tenure and shall inform the candidate of his/her recomendation. An academic staff member may withdraw his/her name from consideration. If no recommendation for tenure is being sent to the Office of the President for an academic staff member and it is the academic staff member's fourth, fifth, or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

3. *Office of the President*

The Office of the President shall review all recommendations for tenure forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to recommend tenure.

Ten persons shall be appointed jointly by the Policy Committee of the University Council and the President or his/her designee from a slate of twenty tenured faculty bargaining unit members elected by the University Council to serve on the University Tenure and Promotion Committee which shall advise the Provost on faculty tenure cases for which he/she seeks counsel. The twenty member slate shall include at least one member of each of the Colleges/Schools of Social Work, Law,

Business Administration, Liberal Arts, Nursing, Education, Engineering, Lifelong Learning, Medicine, Pharmacy and Allied Health Professions, and the Division of Health and Physical Education. The final ten person committee shall not contain more than three members from any one College. The Provost shall submit to the committee and the committee shall consider those cases in which his/her decision is not to recommend tenure. If the committee disagrees with the Provost's decision not to recommend tenure, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other tenure decisions. The University Tenure and Promotion Committee shall be responsible for evaluating and making tenure recommendations for only those tenure cases submitted to it by the Provost.

Faculty bargaining unit members who are currently serving on College/School/Division Tenure and Promotion Committees, except for those which are initiating committees, shall not be elected to the slate submitted to the Policy Committee and the President.

Six persons shall be appointed by the Policy Committee of the University Council and the President or his/her designee from a slate of twelve tenured academic staff bargaining unit members elected by the University Council. The twelve person slate shall include at least one person from each of the collegial units of Archives, Academic Advising Division in the College of Liberal Arts, University Office of Admissions, the College of Lifelong Learning, University Counseling Services, the University Libraries, Academic Services Division in the College of Education, and one member from an academic staff grouping not represented above.

No more than two persons from any one academic staff unit shall be chosen. These six persons along with two members of the faculty University Tenure and Promotion Committee, defined above, will form the Academic Staff Tenure and Promotion Committee.

The Provost shall submit to the Committee and the Committee shall consider those cases in which his/her decision is not to recommend tenure. If the Committee disagrees with the Provost's decision not to recommend tenure, the Committee's recommendations will be transmitted to the President. The Provost may also seek the Committee's counsel on other tenure decisions. The Academic Staff Tenure and Promotion Committee shall be responsible for evaluating and making tenure recommendations for only those tenure cases submitted to it

by the Provost.

Whenever a dean/director appears before either of the University committees, he or she shall be accompanied by the elected college/unit committee representative.

The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. However, whenever the President initiates a tenure recommendation he/she will first consult with the tenure committee in the appropriate unit. If there is no tenure committee in the Department/Division, the President will consult the College/Division committee. If there is no College/Division committee, the President will consult the University-wide committee. If the President does not recommend for tenure any candidate who received an endorsement for tenure from the college/division committee and/or the dean/director, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling substantive reason(s) for not endorsing the college recommendation. The Office of the President will provide such reason(s) in writing within thirty days.

4. *Time Schedule*
Each year the Office of the President shall establish a time schedule for the submission of tenure recommendations to the Office of the President and for the submission of the President's affirmative recommendations to the Board of Governors.

E. Appeal Procedures

1. *Appeal of Department/Division Decisions*
If neither the department/division committee nor the department/division chairperson recommends tenure, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department/division tenure committee and/or by the chairperson. The candidate may, at his/her option, appear before the committee.

If on reconsideration the chairperson and/or the department/division tenure committee decide to recommend the candidate for tenure, then the chairperson shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairperson and the department/division tenure committee both reaffirm their negative recommendations, then the chairperson shall notify the candidate of the decision not to recommend tenure.

In the event that neither the department/division committee nor the chairperson recommends the granting of tenure to a candidate, the candidate may, within fifteen days after written notice of the decision, forward his/her application for tenure, along with supporting documents, to the dean of the college.

The dean and the college committee will consider the application in the normal manner.

2. *Appeal of the College/Division Decision*

a. *Faculty*

If neither the college committee nor the dean recommends tenure, the chairperson and/or the department/division committee and/or the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college tenure committee and/or the dean.

In those colleges without department/division tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college tenure committee and/or the dean. The candidate may, at his/her option, appear before the college committee. The candidate may bring a tenured member of his/her college with him/her.

b. *Academic Staff*

If neither the academic staff collegial tenure committee nor the dean/director recommends tenure, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the tenure committee and/or the dean/director. The candidate may, at his/her option, appear before the tenure committee. The candidate may bring with him/her a tenured member of his/her collegial group.

In those colleges/divisions without academic staff collegial tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director and may, at his/her option, meet with the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may, within fifteen days, forward his/her application for tenure, along with supporting documents, to the Office of the President.

3. *Grievance*

If, in the opinion of the candidate and the Association, the failure to recommend the award of tenure was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step I of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur. If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University.

4. *Initiation of Appeal Procedures*

When a faculty member or an academic staff member has completed more than three years of full-time service at Wayne State University, or when a faculty member has three years of credited prior service and two or more years of service at Wayne State University, he/she may initiate, one time only, the appeal procedure described in Sections E.1., E.2., and E.3. of this Article.

F. Except where modified by this Article the University's existing tenure statute shall remain in full force and effect.

G. Except as specified in this Article, all matters related to tenure are not subject to the Grievance Procedure (Article XVII).

XXIII.

PROMOTION PROCEDURES

A. **Faculty**

1. *Definition*

Appointments to the faculty may be made in the ranks of Assistant Athletic Coach, Athletic Coach, Senior Athletic Coach, Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor. Promotion is the advancement of a faculty member from one of these ranks to the next. Assistant Athletic Coaches may be promoted only to the rank of Athletic Coach, and Athletic Coaches may be promoted only to the rank of Senior Athletic Coach. There is no promotional step beyond Lecturer.

2. *Basis for Promotion Recommendation*

A recommendation for promotion is based upon a candidate's qualifications in the light of specific department/division, college and University considerations and not primarily upon length of

service in rank. The assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a candidate in the creative or performing arts, in creative professional achievement. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven abilities, professional experience, and potential for continued professional growth as appropriate to the candidate's current and contemplated ranks.

At no level in this procedure shall a ranked list of candidates for promotion be forwarded.

3. *Procedures*

a. *Recommendations for Promotion*

Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, the Weekend College Program in the College of Lifelong Learning, in each division in the College of Pharmacy and Allied Health Professions, and each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section A.2. of this Article and to those department/division and college/school factors that may have a bearing on the promotion recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director of the college/school prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each faculty member in the unit.

A recommendation for a promotion from instructor to assistant professor may be processed without the involvement of the faculty promotion committees. If the recommendation for promotion is not approved by the dean or by the provost there may be no appeal or grievance filed. However, a subsequent recommendation for promotion may proceed through the procedures described in this Article, with the involvement of the faculty promotion committees, without prejudice.

Annually the unit promotion committee and the chairperson or dean/director (as appropriate) shall review each faculty

member of the department/college with regard to the appropriateness of his/her rank.

b. *Department/Division Committee*
The department/division tenure committees in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine and in each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The department/division chairperson (or unit head), regardless of rank, shall chair the committee without vote. A committee representative shall be elected from the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee for promotion, together with its written assessments and supporting documents, shall be forwarded to the department/division chairperson.

c. *Department/Division Chairperson*
Upon receipt of the department/division committee recommendations the chairperson shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean of the college. The chairperson shall inform the department/division committee of his/her recommendation. The chairperson, after consultation with the department/division committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chairperson shall notify a faculty member of the department/division committee's recommendation and the chairperson's own recommendation prior to forwarding them to the dean. A faculty member may withdraw his/her name from consideration for promotion.

In a department/division with fewer than three tenured faculty members, not including the chairperson, the chairperson shall possess the authority and functions of the department/division committee. The chairperson will consult with those tenured faculty members who hold rank higher than that of the candi-

date prior to arriving at a positive or negative decision. The chairperson shall notify both the candidate and the tenured faculty members who hold rank higher than that of the candidate of his/her recommendation.

d. *College (or School) Committee*
The college tenure committee shall also serve as the college promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for promotion. No member of the committee shall be considered for promotion. The dean (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Anytime a department chairperson appears before the college committee, he or she shall be accompanied by the elected departmental committee representative.

In the Colleges/Schools of Law, Nursing, and Social Work, and in the Division of Health and Physical Education, the college committee may initiate promotion recommendations. The recommendations of these committees for the granting of promotions, together with a written assessment and supporting documents, shall be forwarded to the dean.

e. *Dean of the College*
Upon receipt of the college committee recommendations the dean shall attach his/her recommendations to those of the committee. The dean shall inform the members of the college committee of his/her recommendations. In the Colleges/Schools of Law, Lifelong Learning, Nursing, Pharmacy and Allied Health Professions, and Social Work, and in the Division of Health and Physical Education, the dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendations for promotion which, along with supporting documents and assess-

ments, shall be forwarded to the Office of the President. The dean shall notify the faculty member of the college committee's recommendation and the dean/director's own recommendation prior to forwarding them to the Office of the President. A faculty member of a college listed in A.3.d. may withdraw his/her name from consideration for promotion.

B. Academic Staff

1. *Definition*

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an academic staff classification is an advancement from one sequential level to the next higher level in that classification.

2. *Basis for Promotion Recommendations*

a. *University Libraries, Archives, Liberal Arts Advising, and Academic Services Division in the College of Education*

A recommendation for promotion is based upon a candidate's qualifications in light of specific Libraries/Archives/Liberal Arts Advising/Academic Services Division in the College of Education and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based on excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the Libraries/Archives/Liberal Arts Advising/Academic Services Division and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven professional abilities, professional experience and potential for continued professional growth and leadership as appropriate to the candidate's current and contemplated ranks.

The librarians / archivists / Liberal Arts advisors / Academic Services Division's academic staff members shall delineate, as far as is practical, and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those Libraries/Archives/Liberal Arts Advising/Academic Services Division factors that may have a bearing on the promotion recommendations. Such statements shall be reviewed biennially and must receive the approval of the director prior to implementation. Statements effective in a given academic year shall

have been approved by July 1 of the previous fiscal year and shall be distributed to each librarian/archivist/Liberal Arts advisor/Academic Services Division's academic staff member.

Annually, the unit promotion committee and the director shall review each librarian/archivist/Liberal Arts advisor/Academic Services Division's academic staff member with regard to the appropriateness of his/her rank.

b. *Other Academic Staff Units*
For an academic staff member other than a librarian/archivist/Liberal Arts advisor/Academic Service Division's academic staff member, opportunities for promotion shall be made available as authorized position vacancies occur within an academic staff member's classification.

As such vacancies occur, they shall be communicated under existing University policies. A vacancy may be filled by promotion, by reclassification, or by appointment from outside the University. If a vacancy is filled by a promotion from within the unit the vacancy need not be communicated, except that in academic staff units which do not have academic staff collegial promotion committees, the vacancy shall be communicated within the unit.

Applicants for an existing vacancy shall be judged upon their qualifications and according to the duties and responsibilities of the vacant position.

An academic staff member may also be promoted based on a reevaluation of the position and upon his/her qualifications, excellence in job performance, and demonstrated professional achievement. Vacancy communications for such promotions are not required. If positions upgraded in this fashion later become vacant, they may be filled at a lower rank.

At no level in this procedure shall a ranked list of candidates for promotion be forwarded.

3. *Procedures*

a. *Academic Staff Collegial Promotion Committees*
The academic staff collegial tenure committees shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The dean/director (or his/her

designee) shall chair the committee without vote. A committee representative shall be elected from the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean/director together with its written assessments and supporting documents.

b. *Deans/Directors*

Upon receipt of the committee recommendations the dean/director (or his/her designee) shall attach his/her recommendations and written assessments to those of the committee. The dean/director shall inform the members of the committee of his/her recommendations. Those recommendations that have received the endorsement of the committee and/or the dean/director shall be forwarded, along with the supporting documents and written assessments, to the Office of the President. The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the Office of the President. The dean/director shall notify the candidate of the unit committee's recommendation and the dean's/director's own recommendation prior to forwarding them to the Office of the President. An academic staff member may withdraw his/her name from consideration for promotion.

In an academic staff collegial unit with fewer than three tenured academic staff members, not including the dean/director, the dean/director shall possess the authority and functions of the academic staff collegial promotion committee. In such units, the dean/director shall consult with those tenured academic staff members who hold rank higher than that of the candidate when a candidate is being considered for promotion and prior to arriving at a positive or negative decision.

C. Office of the President

The Office of the President shall review all recommendations for promotion forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to grant or to recommend promotion in accordance with the authority delegated to the President by the Board of Governors.

The University Tenure and Promotion Committee shall advise the Provost on faculty and academic staff promotion cases for which he/she seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his/her

decision is not to recommend promotion. The Provost is not required to submit to the University Tenure and Promotion Committee those cases that are "promotions to vacancies" for academic staff. (See Section B.2.b.) If the committee disagrees with the Provost's decision not to recommend promotion, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other promotion decisions.

Any time a dean/director appears before either of the University committees, he or she shall be accompanied by the elected college/unit committee representative.

The President retains the ultimate right to grant or to recommend promotion.

If the President does not recommend for promotion any faculty member or academic staff member from a unit which has a collegial promotion committee who received an endorsement for promotion from the college/division or academic staff committee and/or the dean/director or any academic staff member from a unit which does not have a collegial promotion committee who received an endorsement for promotion from the University Tenure and Promotion Committee, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling substantive reason(s) for not endorsing the college or University Tenure and Promotion Committee (as appropriate) recommendation. The Office of the President will provide such reason(s) within thirty days. This paragraph does not apply to those cases which are "promotions to vacancies" for members of the academic staff.

Each year the Office of the President shall establish a time schedule for the submission of promotion recommendations to the Office of the President, except for recommendations for "promotions to vacancies" for academic staff which may be submitted at any time.

D. Appeal Procedures

1. *Notification*

   A faculty member or academic staff member shall receive, upon request, written notification from the chairperson/dean/director (as appropriate) if he/she is not being recommended for promotion.

2. *Initiation of Appeal Procedures*

   a. *Faculty*

      According to length of full-time service in rank at Wayne State University as follows — instructor, after three years in rank; assistant professor, after five years in rank; and associate pro-

fessor, after eight years in rank — faculty members may initiate the appeal procedures described in Sections D.3., D.4.a., and D.5. of this Article.

b. *Librarians/Archivists/Liberal Arts Advisors/ Academic Services Division*
Librarians, archivists, Liberal Arts advisors, and College of Education Academic Services Division academic staff members may initiate the appeal procedure described in Sections D.4.b. and D.5. of this Article according to length of full-time service in rank at Wayne State University as grouped in Section A of Article XII. For Group I, length of service in rank shall be three years; for Group II, six years; and for Group III, eight years.

c. *Other Academic Staff Classifications*
After three years of full-time service in rank at Wayne State University an academic staff member may initiate the appeal procedures as described in Sections D.4.b. and D.5. of this Article.

3. *Appeal of Faculty Department/Division Decisions*
If neither the department/division committee nor the department/division chairperson recommends promotion, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department/division promotion committee and/or by the chairperson. The candidate may, at his/her option, appear before the committee.

If on reconsideration, the chairperson and/or the department/division promotion committee decide to recommend the candidate for promotion, then the chairperson shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairperson and the department/division promotion committee both reaffirm their negative recommendations, then the chairperson shall notify the candidate of the decision not to recommend promotion.

In the event that neither the department/division committee nor the chairperson recommends promotion of a candidate, the candidate may, within fifteen days after written notice of the decision, forward his/her application for promotion, along with supporting documents, to the dean of the college.

The dean and the college committee will consider the application in the normal manner.

4. *Appeal of the College/Division Decision*

a. *Faculty*
If neither the college committee nor the dean recommends

promotion, the chairperson and/or the department/division committee and/or the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college promotion committee and/or the dean.

In those colleges without department/division promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college promotion committee and/or the dean. The candidate may, at his/her option, appear before the college committee. The candidate may bring a tenured member of his/her college with him/her.

b. *Academic Staff*

If neither the academic staff collegial promotion committee nor the dean/director recommends promotion, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the promotion committee and/or the dean/director. The candidate may, at his/her option, appear before the promotion committee. The candidate may bring with him/her a tenured member of his/her collegial group.

In those colleges/divisions without academic staff collegial promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director and may, at his/her option, meet with the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may, within fifteen days, forward his/her application for promotion, along with supporting documents, to the Office of the President.

5. *Grievance*

If, in the opinion of the candidate and the Association, the failure to recommend promotion was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step One of the Grievance Procedure (Article XVII.) If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur.

If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University.

E. Except as specified in this Article, all matters related to promotions are not subject to the Grievance Procedure (Article XVII).

XXIV.
REVIEW OF PROFESSIONAL DUTIES

A. The duties of bargaining unit members shall be reasonable and fair and shall reflect teaching duties of faculty, professional assignments of academic staff, research activity, creative professional activity, and service to Wayne State University.

B. If there is a substantial change in the duties of a bargaining unit member which he/she considers contrary to his/her responsibilities, he/she may request review of the department/division or college action by the dean/director.

C. If the bargaining unit member is dissatisfied with the dean/director's review, he/she may request a review by a seven-person committee. The Provost shall appoint four bargaining unit members from a slate of eight nominees and one non-bargaining unit member from a slate of two nominees, both slates furnished by the University Council. One member shall be designated by the AAUP and one member by the Provost. The Committee shall review the case and make recommendations to the Provost.

D. If the Provost agrees with the recommendations, he/she will implement them. If he/she does not accept the Committee recommendations, he/she will meet with the Committee and discuss the matter.

If the Committee and the Provost are in disagreement after this discussion, the Committee may ask that the matter be appealed to a review panel, consisting of the AAUP Committee member, a bargaining unit member selected by and from the bargaining unit Committee members, the Provost's designee on the Committee and the non-bargaining unit member of the Committee. This panel will attempt to resolve the matter.

If the panel cannot resolve the matter, the matter shall be referred to a single arbitrator selected in accordance with the selection procedures provided in Article XVII, Step Two. The position of the administration members of the panel and the position of the bargaining unit members of the panel shall be submitted to the arbitrator for a final and binding decision. The arbitrator shall choose either the position of the administration members or the bargaining unit members without modification.

XXV.

PERSONNEL FILES

All personnel records concerning an individual member of the bargaining unit submitted prior to employment shall be placed in a confidential pre-employment file. If the pre-employment file is consulted in a tenure or promotion decision, the individual shall be so notified.

A post-employment file (containing material dated January 1, 1975 and thereafter) will be maintained for each bargaining unit member within the department or college as appropriate. This file shall contain either originals or copies of any and all materials (except for those materials which are readily accessible and outside letters as described below) used by the unit in tenure and promotion or disciplinary proceedings. Each unit shall inform bargaining unit members of the need to review and update their files prior to their being considered for tenure and/or promotion. Individual bargaining unit members shall have access to all materials placed in their post-employment file. The responsible officer must comply with a request for such access within three working days. In the absence of such a responsible officer and in the case of an urgent need for access to the files, the bargaining unit member may request that the Associate Provost for Faculty Relations or his/her designee open the file. Letters of evaluation and recommendation concerning a bargaining unit member from persons outside the campus shall be abstracted to protect the anonymity of the author. Individuals may add to their files any materials they consider appropriate.

By mutual agreement of the bargaining unit member and the appropriate administrator, materials which were placed in the post-employment file seven or more years before may be removed. In the event of disagreement, the bargaining unit member may appeal to the Provost for a final decision. Individuals may request that duplicates of any materials in the file be made at the individual's own expense.

The author or preparer of all materials placed in the personnel file shall be identified.

XXVI.

RESEARCH AWARDS AND EDUCATIONAL DEVELOPMENT GRANTS

During the life of this Agreement, the University shall provide annually at least $160,000 for research awards evaluated by the University Research Award Evaluation Committee.

The University shall establish annual Educational Development Grants to be awarded to members of the bargaining unit. During the

life of this Agreement the University shall provide annually at least $15,000 for educational development grants evaluated by the University Educational Development Grant Committee. No individual Educational Development Grant may exceed $3,000.

XXVII.
DEPARTMENT AND COLLEGE BY-LAWS

In order to insure orderly conduct of department/division/college affairs, the faculty of each department/division/college and the collegial units of the academic staff as defined in Article XXII, Section D.2.a. shall adopt a set of by-laws consistent with University and College statutes and policies and with this Agreement. Such by-laws shall be subject to the approval of the dean/director and the Office of the President. The Association shall receive a copy of each set of by-laws promptly following their approval by the dean/director and the Office of the President. In the absence of by-laws in the above units, the unit head shall hold a meeting of the unit at least once per regular academic term. Grievances under this Article shall be limited to whether or not such by-laws exist.

XXVIII.
TUITION ASSISTANCE PROGRAM

A. A Tuition Assistance Program for members of the academic staff and for those faculty described in Section G of this Article shall provide tuition vouchers for up to sixteen credit hours within three consecutive terms (Fall, Winter, Spring-Summer) with not more than eight hours in any term in a degree granting program in which the members are enrolled. This program applies to tuition only; incidental fees which may be charged are borne by the academic staff member.

B. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the colleges and service offices responsible for these functions.

C. Tuition vouchers shall be issued for credit courses elected in any School or College at Wayne State University.

D. To be eligible for a tuition voucher:

1. The staff member must be a full-time regular academic staff member for not less than three months prior to the first day of classes of the term for which he/she plans to register. Former Wayne State University students who are regular full-time academic staff members and who were enrolled in an under-

graduate program for no less than twelve hours, or a graduate program for no less than eight hours, in the term preceding their employment, shall have the three-month waiting period waived. Previous regular employment within the last three years of six months or more will constitute eligibility.

2. College admission requirements must be met.
3. Total credit hours taken in a given term shall not exceed eight hours. Exceptions to this regulation shall be made only upon prior written approval of (a) the dean or director of the unit where the staff member is employed and (b) the dean of the college in which he/she is enrolled as a student, or their designated representatives.
4. Five working days prior to registering the academic staff member shall submit to the Office of Staff Benefits a signed Tuition Assistance Application (Form 10-780) and, after approval, a Tuition Fee Credential Card voucher (Form 10-402) will be issued. Failure to submit an application before the end of the term will forfeit eligibility under this program for that term.

E. The academic staff member will forfeit the tuition assistance benefit and must make prompt reimbursement of the full amount of tuition assistance to the University if:

1. A passing grade or mark is not achieved.
   a. For the purpose of establishing eligibility for this program undergraduate grades of A, B, C, D, and graduate grades of A, B, C, shall be considered passing grades. Marks of P or S shall be considered passing.
   b. Marks of "Deferred" (Y) must be resolved into passing grades within six months following termination of the term in which the course was elected. An extension for an additional six months may be granted upon the written approval of the Office of the Provost. One year extensions for the completion of "Deferral" (Y) marks for thesis or dissertation credit shall be granted by the Office of the Provost upon receipt of a written request from the Bargaining Unit member countersigned by the appropriate graduate officer to verify continuance in an academic program.
   c. Marks of "Incomplete" (I) must be resolved into passing grades within six months following termination of the term in which the course was elected.
   d. Marks of I or Y must be resolved into passing grades or marks prior to employment termination date.
   e. Marks of I or Y must be resolved into passing grades or marks prior to certification of degree.

2. The academic staff member does not remain a regular full time member on the active payroll for the entire term in which he/she makes application for the tuition assistance.

F. Courses must be taken after the staff member's normal working hours. Exceptions to this regulation shall be made, for one course per term, only if all the following conditions are met:
   1. The course is offered only during working hours.
   2. The supervisor is able to arrange adequate coverage of the position.
   3. Time taken off is charged to vacation or additional hours are worked to make up the time taken off. (Working during lunch hour shall not be considered a satisfactory make-up arrangement.)
   4. Prior written approval is sent by the dean or director to the Office of the Provost with a statement of how the time is to be made up and is approved by the Provost.

G. For the purposes of meeting the needs of the unit, with the prior written approval of the dean/director and consistent with the University graduate academic policies, a tenured faculty member may participate in the Tuition Assistance Program under the terms of this Article.

H. If a member of the bargaining unit forfeits eligibility for tuition assistance under the Tuition Assistance Program and does not make prompt reimbursement of the full amount owed to the University, the University may use payroll deductions (of not more than 25% of the gross amount of each biweekly paycheck) or other appropriate means to assure prompt collection of all forfeited tuition assistance amounts.

XXIX.

STUDENT EVALUATION OF FACULTY TEACHING

Each appropriate unit of the faculty shall develop and implement procedures for student evaluation of faculty teaching. The results of the evaluations shall be made available to the individual, to the unit committee(s) charged with making personnel decisions (to include, but not limited to, tenure, promotions, and salary adjustments), and to the chairperson and other appropriate administrative officers. The anonymity of the students shall be preserved.

XXX.

UNIVERSITY-WIDE COMMITTEES

Unless otherwise stipulated in this Agreement, any University-

wide committee on which persons serve officially as representatives of faculty and/or academic staff shall have such representatives appointed jointly by the University Council Policy Committee and the President (or his/her designee) from a slate of nominees. This slate shall contain two names for each person so appointed and will be generated either by Council election or by Policy Committee nomination. At the option of the University Council additional names may be submitted.

XXXI.

BUDGET ADVISORY COMMITTEES

Upon a majority vote of the tenured faculty of the departments/divisions in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in the divisions in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions, and the Colleges/Schools of Health and Physical Education, Law, Nursing and Social Work a committee will be formed, and upon a majority vote of the tenured librarians in the Library and of the tenured archivists in the Archives a committee will be formed, with which the chairperson/dean/director will consult concerning the general budgetary priorities of the unit. This committee also shall advise the unit head on general travel policies and priorities.

The faculty units may choose to designate existing committees to perform this function.

At a budget advisory committee's request it will have access to general fund Financial Summary Reports-Open Accounts on a quarterly basis.

XXXII.

EQUAL OPPORTUNITY COMMITTEE

The University shall establish an Equal Opportunity Committee which shall meet regularly to review University plans, policies, and practices pertaining to affirmative action and equal opportunity goals as they affect the faculty and academic staff for the purpose of advising the Provost and the University Officer responsible for Equal Opportunity on the development, furtherance, and implementation of these goals. The Committee may issue reports which shall be sent to the Provost, the University Officer responsible for Equal Opportunity, and the University Council. The Committee may hold hearings so that faculty and academic staff may express their views.

There shall be six faculty representatives and one academic staff representative on the committee who shall be elected by the method described in Article XXX, University-wide Committees. In addition, there will be one AAUP-appointed representative and one administration-appointed representative. The University Officer (or his/her

designee) will serve on the committee *ex-officio*. The chairperson will be chosen from among the faculty and academic staff representatives on the committee.

XXXIII.
TRANSFERS BETWEEN BARGAINING UNITS

A member of this bargaining unit who resigns to accept a position in another bargaining unit within the University whose contract contains a similar provision is eligible for transfer back into this bargaining unit, either to his/her previous position, if available, or to his/her previous classification, if a suitable vacancy exists. The period of eligibility is equal to six months for non-tenured bargaining unit members and one year for tenured bargaining unit members. However, the period of eligibility shall not extend beyond the termination date of the non-tenured bargaining unit member's last appointment in this bargaining unit. If his/her previous position is no longer available, and no suitable vacancy exists in his/her previous classification, the bargaining unit member may exercise his/her rights under Article X, Layoff and Recall Procedures, Section A.2. and D.

A transfer between bargaining units whose contracts contain a similar provision shall not interrupt University service. A bargaining unit member who returns to this bargaining unit shall be credited with one-half the service (seniority) he/she accumulated in the position to which such employee was transferred.

The bargaining unit member's termination date following return to this bargaining unit shall be no earlier than the termination date of the member's last appointment in this bargaining unit. Longer appointments may be established when mutually agreeable.

SIGNATORIES TO AGREEMENT

WAYNE STATE UNIVERSITY	WAYNE STATE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
Calvin L. Stevens Provost (Interim)	Norman J. Kopmeyer President
NEGOTIATING COMMITTEE	NEGOTIATING COMMITTEE
Melbourne G. Stewart Chief Negotiator	Charles D. Elder Chief Negotiator
Marie Draper Dykes	Patricia Bartkowski
Donald Elliott	Edna P. Miller
Milton D. Glick	Rita Richey
Michael J. Rabins	Samuel F. Scott

MARCH 1, 1982

March 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Compensation Settlements*

Dear Professor Kirschner:

This letter refers to Section H. (Settlements) of Article XVII. (Grievance Procedure).

In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Individual Rights*

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

October 12, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Divisions in the College of Lifelong Learning and the College of Pharmacy and Allied Health Professions*

Dear Professor Hill:

For the purposes of this Agreement the College of Lifelong Learning will consist of two divisions (a) the Weekend College Program, and (b) the remainder of the College, and the College of Pharmacy and Allied Health Professions will consist of the division of Pharmacy and the division of Allied Health Professions.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Research Award and Educational Development Grant Evaluation Committees*

Dear Professor Hill:

In an effort to achieve appropriate representation from the various disciplines, the Provost will consult with the Policy Committee of the University Council prior to the final selection of members of the Research Award Evaluation Committee and the Educational Development Grant Evaluation Committee.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

September 7, 1978

Professor Christopher H. Johnson
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Academic Calendar*

Dear Professor Johnson:

The University administration has considered the proposal for a new academic calendar and this is to inform you that the President, or his designee, shall work with the University Council in establishing a committee, which will include an AAUP representative, to advise him on changing the University's academic calendar from the quarter system to a system with two terms plus summer. The intent is to implement the new calendar beginning September, 1980.

It is understood that there shall be no substantial increase in the general costs of the academic programs as a result of this change. Further there shall be no substantial changes in teaching loads, in the ratio of summer to academic year earnings, or in the ratio of summer to academic year costs as a result of the calendar change.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

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September 11, 1978

Professor Christopher H. Johnson
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Lecturers*

Dear Professor Johnson:

In the course of our negotiations it was agreed that the University will establish a salary scale for Lecturers that will have a minimum salary equal to that for instructors and a maximum salary equal to that for professors. Further, that upon request, the University will give to the AAUP its reasons for appointing any person to the lecturer classification.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

September 20, 1978

Professor Christopher H. Johnson
Chairperson, Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Impact of Calendar Change on Teaching Loads*

Dear Professor Johnson:

Beginning January, 1980 a committee consisting of three persons appointed by the AAUP and three persons appointed by the President or his/her designee shall be formed to monitor the impact of the transition to a two term academic calendar on faculty teaching loads in terms of the Letter of Agreement, dated September 7, 1978, that "there shall be no substantial changes in teaching loads."

If at least one-third of the faculty of a department/division/college believe that the change to the two term calendar is associated with a substantial change in their teaching loads, they may petition the committee for a hearing. After appropriate investigation the committee shall attempt to mediate the dispute. If no agreement is reached the committee shall advise the Provost on possible courses of action. Any resolution of the matter must be in accord with the conditions specified in the September 7, 1978 Letter of Agreement.

The committee shall be discharged in January, 1982.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

September 1, 1981

Professor Charles D. Elder
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Budget Advisory Committees*

Dear Professor Elder:

It is agreed that an Association appointed representative shall be authorized to serve without vote on the Priorities Advisory Committee or its equivalent successor committee.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

September 4, 1981

Professor Charles D. Elder
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Faculty and Academic Staff Information Bulletin*

Dear Professor Elder:

As agreed in our negotiating sessions, the University will change the name of the *Faculty Information Bulletin* to *Faculty and Academic Staff Information Bulletin*. The University shall compile, publish, and distribute to members of the bargaining unit a faculty and academic staff information bulletin summarizing policies, procedures, benefits and services available to faculty and academic staff. The faculty and academic staff bulletin will be revised and updated when significant changes occur.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

September 4, 1981

Professor Charles D. Elder
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Academic Staff Study Committee*

Dear Professor Elder:

During the course of our negotiations, we discussed many issues relating to the status of Academic Staff and their professional growth. In order to address these issues in a thorough fashion, it is agreed that a joint AAUP-University Committee will be formed to study issues affecting the Academic Staff and to explore ideas to promote improved opportunities for the Academic Staff to engage in professional and/or research activities.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

September 6, 1981

Professor Charles D. Elder
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Medical Insurance/Life Insurance Study Committee*

Dear Professor Elder:

It is agreed that a committee will be formed which will study the University's medical and life insurance programs and make recommendations for any changes in these programs it deems appropriate. Such proposed changes shall entail no additional costs to the University. There shall be two AAUP representatives on the committee. Two persons representing the other employee unions that might be affected by the recommendations will also be invited to serve on the committee and there shall be four persons representing the University administration.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

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